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DECLARATION OF CONDOMINIUM  
FOR  
MAJESTIC MANOR SOUTH CONDOMINIUM.  
Document Title

Document Number

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1254 West Blvd.  
Racine, WI. 53405

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DECLARATION OF CONDOMINIUM  
FOR  
MAJESTIC MANOR SOUTH CONDOMINIUM

Majestic Manor, L.L.C., a Wisconsin limited liability company, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Majestic Manor South Condominium ("Condominium"). The address of the Condominium is 4731-4733 Kingdom Court, 4804-4806 Kingdom Court, 4805-4807 Kingdom Court, 4816-4818 Kingdom Court, 4817-4819 Kingdom Court, 4823-4825 Kingdom Court, 4907-4909 Kingdom Court, 4908-4910 Kingdom Court, 4917-4919 Kingdom Court, and 4918-4920 Kingdom Court, Racine, Wisconsin, 53402.

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the Town of Caledonia, Racine County, Wisconsin, and is more particularly described in Exhibit A attached to this Declaration.

2. DEFINITIONS

Unless otherwise specifically stated, the following terms as used in this Declaration shall be defined as follows:

A. "Association" shall mean the Majestic Manor South Condominium Owners Association, Inc., a corporation formed under Chapter 181, Wisconsin Statutes, its successors and assigns.

B. "Common Elements" shall generally refer to all common areas and facilities contained within the Condominium, but excluding the Units.

C. "Declarant" shall mean Majestic Manor, L.L.C., its successors and assigns.

D. "Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of a Unit Owner.

E. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.

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F. "Owner" shall mean the owner of record, whether one or more natural persons or entities, of any Unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security. The term "Owner" have the same meaning as "Unit Owner".

G. "Unit" shall mean a part of the condominium consisting of one or more cubicles of air on one or more levels of space in a residential building including the attached garage space and all facilities and improvements, bounded as set forth in the Declaration.

### 3. DESCRIPTION OF IMPROVEMENTS

The Declarant intends to construct improvements on the real estate which is the subject of this Declaration as follows:

A. Ten buildings, each containing two Units with attached garage spaces and basements, will be constructed as shown on the plat of survey attached to this Declaration as Exhibit B.

B. The buildings will contain Units which may be of two different types and which shall include the garage spaces and basement area attached thereto. Of the Units, Type A Units are two bedroom, two bathroom Units which contain approximately 1261 square feet of living space and which include a two car attached garage and a full basement; Type B Units are two bedroom, two bathroom Units which contain approximately 1273 square feet of living space and which include a two car attached garage and a full basement; all as described in Section 4 of this Declaration and the floor plans attached to this Declaration as Exhibit C. The physical boundaries of each Unit, including the basement, the attached garage space and the stairway serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The buildings in which the Units are located are one story structures. Units will contain space on the main floor of the building and in the basement. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each level of the building. The building will be constructed principally of concrete foundations and concrete footings, wood frames, vinyl, brick, aluminum or other low maintenance exteriors and wood and concrete floors. The roofs are asphalt shingle. Each Unit is connected to the municipal water and sanitary sewer system. Water and sanitary sewer charges shall be separately metered for each Unit. Each Unit has an individual hot water heater and individual heating and air conditioning systems. Each Unit may contain a fireplace.

### 4. DESCRIPTION OF UNITS

A. The Condominium shall consist of twenty residential Units, each Unit including space in a full basement and an attached garage; all contained in ten buildings. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, 1020 West Boulevard, Racine, Wisconsin 53405.

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B. The boundaries of each Unit, including attached garage spaces and stairways, shall consist of that part of the cubic area of the residential building enclosed as follows:

(1) Horizontal Boundaries:

(a) The upper horizontal boundaries of the main level of each Unit, attached garage space and stairway shall be the plane of the undecorated finished drywall ceiling and extended to an intersection with the vertical boundaries;

(b) The upper horizontal boundaries of the basement space in each Unit shall be the plane of the bottom of the first floor trusses and extended to an intersection with the vertical boundaries;

(c) The lower horizontal boundaries of each Unit, including the basement, attached garage space and stairway, shall be the plane of the undecorated finished floor extended to an intersection with the vertical boundaries.

(2) Vertical Boundaries:

(a) The vertical boundaries of the main level of each Unit, attached garage space and stairway shall be the plane of the undecorated finished drywall on the interior of the perimeter walls and extending to intersections with each other and with the upper and lower boundaries.

(b) The vertical boundaries of the basement level of each Unit shall be the interior plane of the undecorated perimeter walls and extending to intersections with each other and with the upper and lower boundaries.

C. Each Unit shall include the inner surfaces of the finished walls, ceilings and floors, but shall not include the drywall, subfloors or basement foundation walls. Windows, moldings, window frames and doors (including all glass in doors, but excepting the exterior surface of the garage door), courtesy lighting, and all components of the fireplace and vent, if any, shall be included as part of a Unit.

D. All components of the heating and air conditioning systems (including exterior condenser, if any); the water heater; components and wiring of intercom or doorbell systems; and the smoke detectors in each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the owner of the Unit served by such systems and equipment. All plumbing fixtures shall be maintained by the Unit Owner making use of such fixtures and each Unit Owner shall be responsible for removal of blockages in the sewer pipes which serve that owner's Unit.

E. If any portion of the common or limited common elements shall encroach upon any Unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The

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existing physical boundaries of a Unit or common elements constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be the boundaries of the Unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the condominium plat and the existing physical boundaries of any such Unit or common element.

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification.

#### 5. DESCRIPTION OF COMMON ELEMENTS

The common elements shall include, but not be limited to the following:

- A. Land within the Condominium;
- B. The exterior face of the garage door and all structural components of the buildings, including basement foundations, basement concrete floors, and all walls, ceilings and floors other than those components which are specifically included in each Unit by this Declaration;
- C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration.
- D. Site signage;
- E. All components of the sewer, water and/or electrical systems serving the common areas;
- F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration;

#### 6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The porches, patios, sidewalks and driveways which are adjacent to each Unit, as indicated on Exhibit A attached hereto, are limited common elements which are permanently assigned to and limited to the use of Units to which they are attached ("limited common elements").

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7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/20 undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the owner, the owner's family, lessees, invitees and frequenters, for residential purposes only. The buildings containing the Units are intended for and restricted to use for residential purposes only.

B. The garage spaces which are included as part of the Units are intended for and shall be restricted to the use by the owner, the owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the rules and regulations and bylaws of the Association, ("Bylaws"). Each garage is considered to be a part of the Unit to which it is attached. No garage may be transferred or otherwise conveyed unless the transfer or conveyance involves the transfer or conveyance of the Unit to which the garage is attached.

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit and garage use reserved to Declarant in Section 11(B) of this Declaration.

9. SERVICE OF PROCESS

The resident agent for the Condominium shall be Majestic Manor, L.L.C., a Wisconsin limited liability company. Service of process shall be made upon the Declarant at 1020 West Boulevard, Racine, Wisconsin 53405 as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds together with an amount not exceeding \$10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance

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proceeds (together with an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

## 11. FURTHER MATTERS

A. All present and future Owners of Units, tenants of those Owners and any other occupants of Units, employees of Owners, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association ("Articles") and the Bylaws and rules and regulations adopted pursuant to those instruments, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any part of any Unit shall constitute an acceptance by the Owner, tenant or occupant of the provisions of those instruments, as they may be amended from time to time. The provisions contained in the instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. The Declarant reserves the right for a period of 10 years from the date of this Declaration to cause one or more of the Units or garage spaces within any Unit it owns to be maintained as a model and office and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model and the office.

C. Rules and regulations (in addition to the Bylaws) concerning the use of the Units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors. Copies of these rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Town of Caledonia, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television, and for other purposes; for sewer, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

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12. AMENDMENT OF DECLARATION

This Declaration may be amended with the written consent of at least 75% of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee or land contract vendor of the Unit, if any.

13. ADDITIONAL RIGHTS OF LENDERS

A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 9 of this Declaration that it desires to receive notice of the following matters:

(1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;

(2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles or the Bylaws and rules and regulations, at the time of notice to any Unit owner; and

(3) The Board of Directors shall notify the lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding \$2,500.00 when such damage is known to the Board of Directors and shall notify all lenders if common elements of the Condominium are damaged in an amount exceeding \$10,000.00 or if the common elements become the subject of condemnation or eminent domain proceedings.

B. Unless all affected lenders have given their prior written approval, the Association shall not:

(1) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit, unless such change is made pursuant to an expansion of the Condominium as permitted herein;

(2) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);

(3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 10 of this Declaration in case of substantial damage to or destruction of the Condominium;

(4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.



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C. Notwithstanding Section 12 of this Declaration, this Section 13 shall not be amended unless all lenders have given their prior written approval.

14. PAYMENT OF COMMON EXPENSES

During the period in which the Declarant shall have control of the Association, each Unit Owner, other than the Declarant, shall pay a fractional share of the total common expenses represented by the number "1" divided by the total number of Units included in the Condominium and the Declarant shall pay the balance of the common expenses. At such time as the Unit Owners shall take control of the Association, each Unit Owner, including the Declarant for Units owned by the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of Units for which occupancy permits have been issued. At such time as occupancy permits have been issued for all Units in the Condominium, the Owner of each Unit, including the Declarant for Units owned by the Declarant, shall pay a fractional percentage of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium. At no time shall the Declarant be liable for any common expense regarding any Unit for which an occupancy permit has not been issued. Each Unit Owner shall pay common expenses on a monthly basis as required by the Bylaws.

15. POND MAINTENANCE AND EASEMENT AGREEMENT

Unit owners are notified that the real property within the Condominium has been subjected to the terms of a Pond Maintenance And Easement Agreement recorded in the office of the Register of Deeds for Racine County, Wisconsin on November 10, 1998 in Volume 2836, Records, Page 549, as Document No. 1654494. This instrument provides for the use and maintenance of a pond and related facilities which provide storm water drainage for the Condominium.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 29th day of December, 1999.

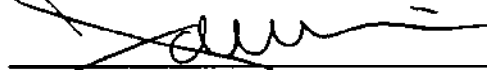
MAJESTIC MANOR, L.L.C.

James J. Krahn  
James J. Krahn Member

Raymond C. Leffler  
Raymond C. Leffler Member

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Signatures of James J. Krahn and Raymond C. Leffler  
authenticated this 29th day of December, 1999.



John U. Schneider

Member: State Bar of Wisconsin

Drafted by: John U. Schneider - Attorney at Law  
State Bar of Wisconsin No. 1017140

EXHIBIT A

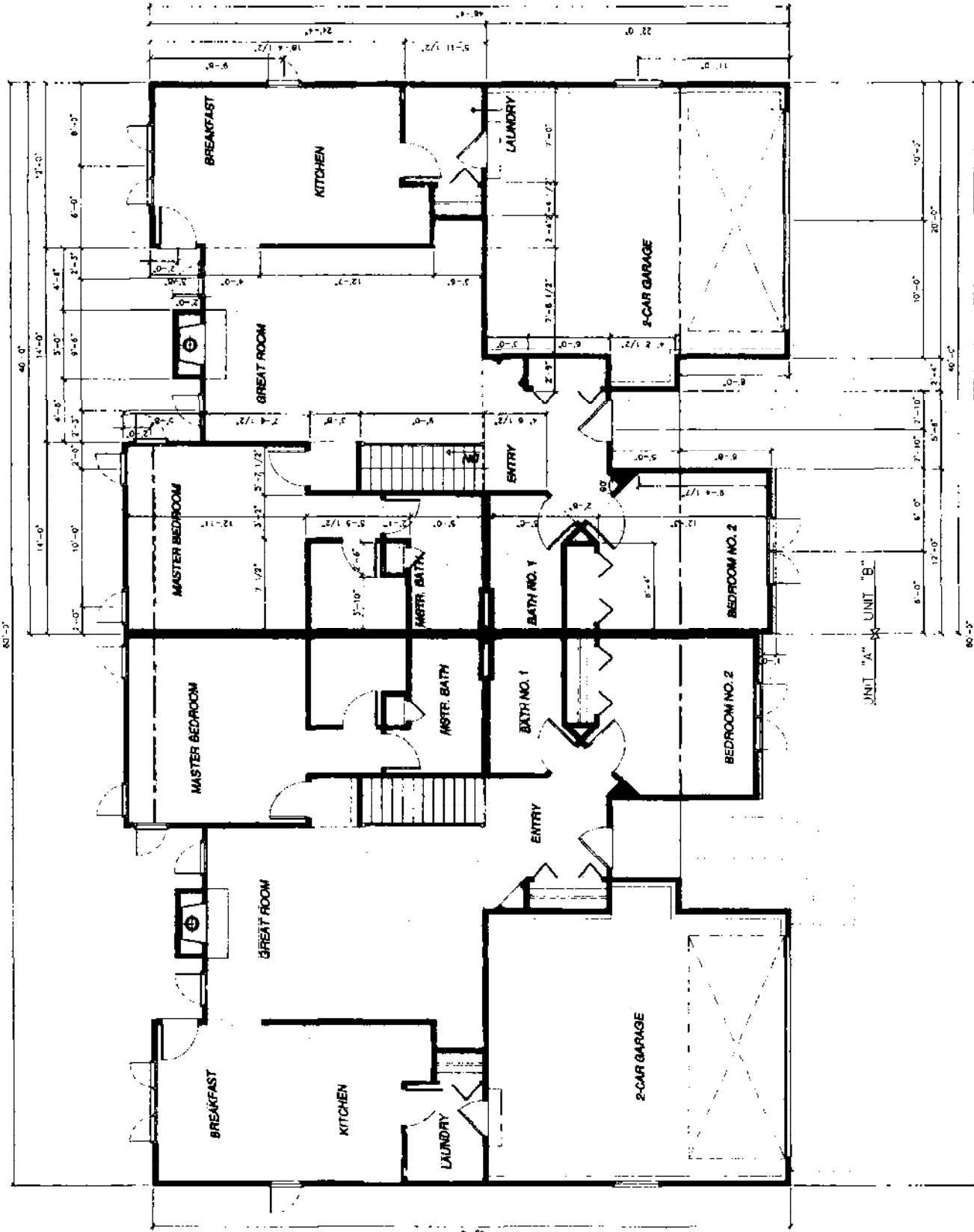
**NM  
&B****Nielsen Madsen & Barber, S.C.**  
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James E. Robinson, R.L.S.  
Daniel L. Kucza, R.L.S.  
Richard J. Olson, P.E.  
Frank T. Hueller, R.L.S.

December 22, 1999

Description of Majestic Manor South Condominium  
For John Schneider  
File No: 98.261Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Majestic Manor Subdivision, a recorded plat, in the  
Northeast ¼ of Section 13, Township 4 North, Range 22 East, in the Town of Caledonia, Racine  
County, Wisconsin.

Mark R. Madsen, P.E., R.L.S.





**FIRST FLOOR PLAN**

SCALE 1/4"=1'-0"

UNIT "A"	1,261 s.f.
UNIT "B"	1,273 s.f.
<b>TOTAL</b>	<b>2,534 s.f.</b>



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EXHIBIT D

Unit #	Tax Parcel I.D. #
4731	51-004-04-22-13-051-111
4733	51-004-04-22-13-051-112
4805	51-004-04-22-13-051-101
4807	51-004-04-22-13-051-102
4817	51-004-04-22-13-051-091
4819	51-004-04-22-13-051-092
4823	51-004-04-22-13-051-081
4825	51-004-04-22-13-051-082
4907	51-004-04-22-13-051-071
4909	51-004-04-22-13-051-072
4917	51-004-04-22-13-051-061
4919	51-004-04-22-13-051-062
4804	51-004-04-22-13-051-121
4806	51-004-04-22-13-051-122
4816	51-004-04-22-13-051-131
4818	51-004-04-22-13-051-132
4908	51-004-04-22-13-051-141
4910	51-004-04-22-13-051-142
4918	51-004-04-22-13-051-051
4920	51-004-04-22-13-051-052

From: 51-004-04-22-13-051-040  
51-004-04-22-13-051-050  
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